

CITY OF FAIRFIELD

RESOLUTION NO. 2016 - 67

RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO CONDUCT A NEEDS ASSESSMENT FOR THE FAIRFIELD POLICE DEPARTMENT

WHEREAS, the City wishes to have a needs assessment conducted for the Fairfield Police Department; and

WHEREAS, the City wishes to proceed with both the Base Services Needs Assessment and the optional Deployment Scenario Service; and

WHEREAS, the City has selected DLR Group to perform the assessment for a not to exceed fee of \$138,430.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Manager is authorized to enter into an Agreement with DLR Group for the Fairfield Police Department Needs Assessment in an amount not to exceed \$138,430.

Section 2. The Director of Public Works is hereby authorized to implement the above mentioned Agreement and administer a 10% management reserve of the Agreement value, for a total not to exceed amount of \$152,273.

PASSED AND ADOPTED this 5th day of April, 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Moy

ABSTAIN: COUNCILMEMBERS: NONE

James T. Pines
MAYOR

ATTEST:

Karen L. Rees
CITY CLERK
pw

AGREEMENT FOR FAIRFIELD POLICE DEPARTMENT NEEDS ASSESSMENT

THIS AGREEMENT, made and entered into this 6th day of April, 2016, by and between the CITY OF FAIRFIELD, a municipal corporation, hereinafter referred to as "CITY" and DLR Group, hereinafter referred to as "CONSULTANT."

RECITALS

A. CITY desires to contract for certain consulting work necessary for the development of the **Fairfield Police Department Needs Assessment**, and for the purposes of this Agreement shall be called "PROJECT," and,

B. CONSULTANT is willing and qualified to undertake said consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

AGREEMENT

I. DUTIES OF CONSULTANT

The CONSULTANT shall provide professional consulting services required for design of the PROJECT as follows (collectively, "Consultant's Services"):

- A. Project Coordination. The CONSULTANT's primary contact with the CITY shall be the CITY's Project Manager (Fred Beiner) or any other as designated by the City Engineer.
- B. Scope of Work. The CONSULTANT shall provide the architectural and engineering design services in accordance with the Scope of Work attached hereto as Exhibit "B" and incorporated herein by this reference.
- C. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for furnishing services pursuant to this Agreement.

II. DUTIES OF CITY

The CITY shall:

- A. Make available previous plans, reports, and all other data relative to the development of the PROJECT and full information as to the CITY's requirements.
- B. Provide previous assessments, specifications, estimates, and other documents presented to the CONSULTANT.
- C. Provide soils reports if necessary.
- D. Provide for all necessary environmental clearances.

- E. Reproduce and distribute documents to City staff for review and comment.
- F. Provide access to Fairfield Police staff, Building Maintenance staff, and Construction Maintenance staff for the purposes of the scope of work.
- G. Make all necessary provisions for CONSULTANT to enter upon public and private property as required in the performance of Consultant's Services under this Agreement.

III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of CITY.
- B. It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's Services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes the Consultant's Services rendered pursuant to this Agreement.
- C. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his or her profession.
- D. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
- E. CONSULTANT shall assign only competent personnel to perform Consultant's Services. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform Consultant's Services, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- F. CONSULTANT shall perform Consultant's Services in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his or her profession. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a

substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

- G. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.
- H. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the PROJECT will be completed satisfactorily within the shortest reasonable time.
- I. The CONSULTANT is not responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God; or the failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's Services promptly; or delay or faulty performance by CITY, other contractors, or governmental agencies; or any other delays beyond CONSULTANT's reasonable control.

IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation. For and in consideration of the professional services to be provided by CONSULTANT hereunder, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for said services the following maximum, not to exceed, amount(s):

For those services described in Section I, compensation shall be on a time and material basis with a maximum fee not to exceed \$138,430.00.

- B. Extra Work and Change Order Fee. Extra Work performed by the CONSULTANT for any work required by the CITY which is not specified as part of Consultant's Services in Section I, including but not limited to, any changes to CONSULTANT's Services including but not limited to contract change orders after the award of the construction contract by the City Council, or testimony in Court, shall be compensated by the use of the time and material fee rates of the attached Exhibit "A." No extra work will be compensated for unless required by CITY in writing.

- C. Schedule of Payments.

1. CONSULTANT shall submit, and CITY shall pay, monthly invoices for work performed during the previous month. For the time and material services billing shall be based on the hourly and fee rate charges set forth in Exhibit "A" attached hereto, and on the number of hours expended on the PROJECT by each classification of employee. Payment from CITY shall be within thirty (30) following approval of invoice by City's Project Manager.
2. In the event PROJECT is terminated, CITY shall pay to CONSULTANT full compensation for work performed up until the date of CONSULTANT's receipt of written notification to cease work on the PROJECT.
3. CONSULTANT shall notify the CITY in writing when the CONSULTANT's invoices total billing is within 25% of the contract compensation as indicated in Section IV.A.

V. TIME OF COMPLETION

Consultant shall complete the Fairfield Police Department Needs Assessment Report by December 30, 2016.

Work described in Section I shall be completed in a timely manner consistent with sound professional practices and in conformance with the approved PROJECT schedule.

VI. PROJECT TEAM

CONSULTANT designates Richard Price as Project Manager and Darrell Stelling as Principal In Charge and is to remain such unless or until CONSULTANT requests to change said designation and said request is approved by CITY. Major duties of the Project Manager shall include:

- A. Personally direct all work essential to the PROJECT.
- B. Sign all letters and instruments as requested by, and on behalf of, CITY.
- C. Attend meetings related to the PROJECT.

VII. CANCELLATION OF AGREEMENT

This Agreement may be canceled at any time by CITY at its discretion upon written notification to CONSULTANT. CONSULTANT shall not be liable for any errors or omissions contained in deliverable which are incomplete as a result of a termination where CONSULTANT is deprived of the opportunity to complete CONSULTANT'S services. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the PROJECT. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete up to the date of receipt of written notice to cease work shall, upon payment, become the property of CITY. CONSULTANT may terminate this Agreement upon written

notice in the event of substantial failure by the CITY to perform in accordance with the terms of this Agreement; provided, however, the CITY shall have 30 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the CONSULTANT.

VIII. INDEMNIFY AND HOLD HARMLESS

- A. Indemnity for Design Professional Services. In connection with its design professional services hereunder, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.
- B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section VIII. A, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section VIII. B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.
- C. Survival of Indemnification Obligations. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. The Indemnities in this Section VIII shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

IX. INSURANCE

During the term of this Agreement CONSULTANT shall obtain and maintain in full force and effect at his/her own cost and expense the following insurance coverage:

- A. Worker's Compensation Insurance. Worker's Compensation Insurance, as required by the State of California, shall be provided that is necessary in connection with the performance of this Agreement. Such insurance shall relieve CITY from all responsibility for such benefits. Said policy shall also include employer's liability coverage no less than one million dollars (\$1,000,000.00) per accident for bodily injury and disease.
- B. General Liability Insurance. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance (Form CG 00 01) in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- C. Automobile Liability Insurance.
CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance (Form CA 00 01) in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- D. Certificates of Insurance.
CONSULTANT shall file with the CITY's Director of Public Works upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or renewal will be made during the term of this Agreement, without thirty (30) days written notice to the Director of Public Works prior to the effective date of such cancellation, or change in coverage.
- E. Professional Liability Insurance. During the term of this Agreement, CONSULTANT shall maintain a professional liability insurance policy covering any loss arising out of errors, omissions, or negligent actions of CONSULTANT in the amount of not less than one million dollars (\$1,000,000.00).

X. OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of his or her duties under this Agreement, including but not limited to, the plans, reproducible mylar plans, specifications, studies, reports/assessments, and contract documents shall be the property of the City of Fairfield. If this Agreement is canceled in accordance with Section VII above, all completed and partially completed documents prepared by CONSULTANT shall be delivered to the CITY in both printed and electronic format within two weeks of

notice of cancellation. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any documents prepared hereunder.

XI. SCOPE OF AGREEMENT

This writing constitutes the entire agreement between the parties relative to CONSULTING services on the PROJECT and no modification hereof shall be effective unless or until such modification is evidenced by a writing signed by both parties to this Agreement.

XII. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

XIII. LOCAL EMPLOYMENT POLICY

- A. The City of Fairfield desires wherever possible to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.
- B. The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.
- C. When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.
- D. As a way of responding to the provisions of the Davis-Bacon Act and this program, contractors, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin.

XIV. EMPLOYMENT DEVELOPMENT DEPT. REPORTING REQUIREMENTS.

When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

XV. MISCELLANEOUS PROVISIONS

A. Legal Action.

1. Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.
2. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
3. Should any legal action about a project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall compensate CONSULTANT for its testimony and preparation to testify at hourly rates that are agreed-upon in advance in writing by both parties.

B. Entire Agreement; Modification. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.

C. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

D. Time. Time is of the essence in the performance of this Agreement.

E. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

F. Notices

Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

To CITY: City of Fairfield
Public Works Department
Responsible Person: Fred Beiner
1000 Webster Street
Fairfield, CA 94533

To CONSULTANT: DLR Group
Responsible Person: Richard Price
1050 20th Street, Suite 250
Sacramento, CA 95811


A party may change its address by giving written notice to the other party. Thereafter, any notice or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and CITY holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

- G. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original.

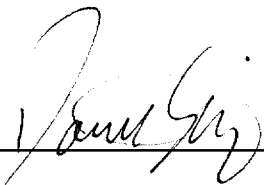
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 6th day
of April, 2016.

CITY OF FAIRFIELD

a municipal corporation (CITY)


_____ *CDW*

for David A. White
City Manager

By  _____

DLR Group
1050 20th Street, Suite 250
Sacramento, CA 95811



DLR Group STANDARD HOURLY FEE SCHEDULE

BASIC HOURLY CHARGE RATES

Senior Expert	\$365
Discipline Leader	\$235
Senior Professional	\$175
Professional	\$145
Professional Support	\$115
Technical	\$ 90
Clerical	\$ 70

Rates will be reviewed and adjusted annually based on the CPI-L index for that geographic region.

February 28, 2016

1050 20th Street, Suite 250
Sacramento, CA 95811

o: 916/446-0206
f: 916/446-0894

Fred Beiner
Manager of Park Planning
Public Works Department
Engineering Division
1000 Webster Street
Fairfield, CA 94533

Re: Scope of Work and Fee Proposal
Project Name: Fairfield Police Department Needs Assessment and Deployment Options

Dear Mr. Beiner:

Thank you for the opportunity to prepare a needs assessment and deployment development services proposal for the Fairfield Police Department. Over the years, we've had the pleasure to get to know the City of Fairfield and the Fairfield Police Department and follow your evolving story. It's exciting and gratifying to see the City and Department moving forward with planning an expanded, modernized police facility. The process proposed includes creation of a needs assessment that will take into account the realities of planned police staff growth over a ten (10) year planning horizon. The needs assessment will establish operationally based priorities for the deployment options, which will study renovating and strategically adding to the existing police facility to suit program needs. We will look at two (2) separate renovation/addition deployment scenarios that can be constructed within the City's \$20M funding plan. We look forward to working with you and the City of Fairfield and are happy to answer any questions you may have.

Scope and Fee Proposal Approach: We have assembled the following project scope and fees for needs assessment and deployment options. The study scope listed below will be completed by the end of 2016. A summary of not to exceed services, arranged by task, follows below:

Needs Assessment (Task 1: \$43,825)

The needs assessment, the building block for future planning, identifies the elements that make up a police facility and the size and quantity of each. Our projections for deployment options will be based on the City's financial estimates for a cap on departmental growth, which is tied to City revenue growth. The steps that make up this process are as follows:

- Attend Needs Assessment Interviews (Task 1A: \$17,340)
 1. We will schedule detailed interviews with all department functional units and talk to leadership from each distinct operating area. This will provide the basis for the needs assessment, but will be checked carefully and reviewed with police and City administration. This “deep dive” strives to create a baseline understanding of FPD operations, which is essential (in our experience) to an accurate and informed needs assessment. We understand through our discussions that you anticipate a top-end growth figure of twenty-three (23) additional police staff through the ten (10) year planning horizon established by the City. We will work closely with police staff to determine how these additional staff will be deployed with the police department.
- Conduct Physical, Functional and Spatial Analysis (Task 1B: \$6,180)
 1. We will gain a functional understanding of the existing facility by thoroughly documenting the architecture and systems of the facility for the purpose of understanding the limitations on the department’s operations and informing the development of renovation/addition deployment options in tasks 2A and 2B.
- Prepare Needs Program (Task 1C: \$11,930)
 1. We will fold together the City’s cap on departmental growth within the development horizon of ten (10) years with the results of our interviews to create a complete space needs program. This program will provide detail on all the spaces in the building, including room sizes, critical adjacency information, and operational notes. The program will be arranged by departmental unit. Departmental and building grossing factors will be used to account for the corridors, wall thicknesses, and non-programmed spaces (such as mechanical electrical spaces) to determine the approximate facility needs. We will also develop a complete parking count, including all squad, staff, public, and specialty vehicles, taking into account shift changes. We will provide a draft version for review and provide a final version that will be included in the report. During this phase, Sierra West will perform a first-look cost estimate based on program square footages in the program to set a cost benchmark that will inform the deployment options. This estimate will provide a needed check on how much of the program can be included in the two (2) deployment options and still remain within the boundaries of the City’s established construction funds of \$20M, including contingency.
- Reimbursable Expenses for Task 1 (Task 1E: \$8,375)
 1. DLR Group recommends that the City set aside these funds for DLR Group’s reimbursable expenses by phase, including travel, printing (excluding reproduction of construction documents for contractor distribution), and copies. This sum includes out-of-state travel for one (1) DLR Group team member on four (4) occasions.

Deployment Scenarios (Task 2: \$94,605)

Following the completion of the needs assessment, we will turn the numeric program into a visual test case that injects budget-driven realities to the project. Our analysis includes two (2) side-by-side analyses of scenarios for renovating the existing police facility, along with strategic additions to the building to find which scenario will best suit the program needs. For each of the two scenarios, we will work with Sierra West to estimate how much each concept may cost. We understand that each option will be limited to a construction cost of \$20M, including contingency.

- **Prepare Blocking and Stacking Diagrams (Task 2A: \$35,280)**
 1. We will lay out the program spaces into blocks and arrange them within and outside the footprint of the existing police facility, taking into account prioritized adjacencies among departmental areas. This will help determine a final building organization, including which blocks can fit within the renovated areas and which blocks are better served in strategic additions. To ensure an accurate future construction plan that takes phasing into account, we will prepare blocking and stacking for each of the two (2) renovation/addition scenarios.
- **Site Planning Test Fit (Task 2B: \$27,040)**
 1. We will look outside the building and lay the new footprint onto the existing site and figure out improvements to vehicular circulation and parking layouts. Security points and best practices will be included, thus creating a realistic site plan for both renovation/addition scenarios.
- **Develop Preliminary Cost Estimates (Task 2C: \$16,440)**
 1. Based on the conceptual stack, block, parking, perimeter security, and site plan, we will provide cost estimates for the concepts that include complete turnkey project costs, including construction costs, soft costs, and separate contingencies for construction and owner items. Estimates will be prepared for both renovation/addition scenarios. We understand that the City estimates a cap on construction cost for both scenarios of \$20M that includes contingency but not soft costs. The cost estimates will be submitted as a draft for City review and revised to incorporate City comments to create a final estimate.
- **Prepare and Recommend Report (Task 2D: \$11,720)**
 1. We will compile the final findings of the report into a written deliverable with exhibits and attend a single council meeting of the City's choice to present the findings.
- **Reimbursable Expenses for Task 2 (Task 2E: \$4,125)**
 1. DLR Group recommends that the City set aside these funds for reimbursable expenses by phase, including travel, printing (excluding reproduction of construction documents for contractor distribution), and copies. This sum includes out-of-state travel for one (1) DLR Group team member on two (2) occasions.

DLR Group Staffing

For this proposed study, we will offer the following team structure. Each staff member has been hand-selected for his expertise and experience with law enforcement and other justice-related projects:

Project Leader – Darrell Stelling
Police Programmer/Planner – Jake Davis
Project Manager – Richard Price
Project Designer – Christopher Brown
Chief Estimator – John Moreno (Sierra West)

Authorized Signatory: As cooperative Principals for DLR Group, Jake Davis, AIA, LEED AP, and Darrell Stelling, AIA, will have the principal responsibility for signing all contracts, as well sealing and signing applicable documents for DLR Group.

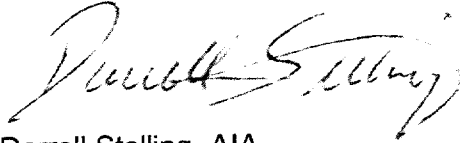
I look forward to discussing this proposal in detail once you have had time to review. Please call me at your earliest convenience to schedule a time we may meet. Thank you for this opportunity to be of service and we look forward to working together with the City of Fairfield and the Fairfield Police Department.

We are confident you will find our experience along with our fee structure aligns with the project requirements and our experience brings value to your project.

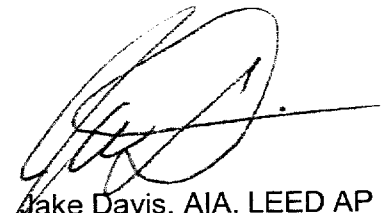
Should you have any additional questions, please contact me directly. Thank you for time and consideration and we look forward to working with you.

Sincerely,

DLR Group



Darrell Stelling, AIA
Principal



Jake Davis, AIA, LEED AP
Principal